



Tennessee Boy Scout Troops on the World Wide Web



TROOPS 150 to 9999



All of the links on this page were last tested and found to be active on 10/18/2001, or marked otherwise.

Tennessee Troops 1 to 149

- | | |
|---|--|
| ✦ Troop 150 , Dayton <i>(inactive link)</i> ⓧ | ✦ Troop 342 , Nashville <i>(inactive link)</i> ⓧ |
| ✦ Troop 155 , Kingsport | ✦ Troop 343 , Memphis |
| ✦ Troop 156 , Knoxville ⓧ | ✦ Troop 355 , Memphis |
| ✦ Troop 158 , Tullahoma | ✦ Troop 368 , Germantown |
| ✦ Troop 166 , Hixson TN | ✦ Troop 374 , Crossville |
| ✦ Troop 172 , Chattanooga | ✦ Troop 387 , Kingsport <i>(inactive link)</i> ⓧ |
| ✦ Troop 173 , Lewisburg | ✦ Troop 398 , Murfreesboro |
| ✦ Troop 176 , Nashville | ✦ Troop 399 , Memphis |
| ✦ Troop 184 , Winchester | ✦ Troop 402 , Tullahoma |
| ✦ Troop 188 , Cleveland | ✦ Troop 407 , Gallatin |
| ✦ Troop 204 , Hermitage | ✦ Troop 431 , Chattanooga |
| ✦ Troop 210 , Soddy-Daisy | ✦ Troop 444 , Farragut |
| ✦ Troop 217 , Nashville ⓧ | ✦ Troop 444 , Franklin <i>(inactive link)</i> ⓧ |
| ✦ Troop 221 , Memphis | ✦ Troop 452 , Arlington |
| ✦ Troop 221 , Nashville | ✦ Troop 456 , Murfreesboro |
| ✦ Troop 224 , Clarksville | ✦ Troop 459 , Bartlett |
| ✦ Troop 232 , Manchester | ✦ Troop 474 , Mount Juliet |
| ✦ Troop 237 , Johnson City | ✦ Troop 487 , Bartlett |
| ✦ Troop 246 , Knoxville - also here | ✦ Troop 503 , Clarksville |
| ✦ Troop 250 , Kingsport | |
| ✦ Troop 254 , Chattanooga | |

- | | |
|---|---|
| ✦ Troop 255 , Bartlett | ✦ Troop 506 , Halls Crossroads |
| ✦ Troop 255 , Knoxville | ✦ Troop 509 , Halls Crossroads |
| ✦ Troop 260 , Memphis | ✦ Troop 514 , Hilldale |
| ✦ Troop 262 , Nashville | ✦ Troop 521 , Clarksville |
| ✦ Troop 265 , Bartlett | ✦ Troop 530 , Knoxville |
| ✦ Troop 265 , Lawrenceburg | ✦ Troop 538 , Murfreesboro |
| ✦ Troop 275 , Nashville | ✦ Troop 545 , Ashland City |
| ✦ Troop 276 , Memphis | ✦ Troop 546 , Cunningham |
| ✦ Troop 299 , Memphis | ✦ Troop 549 , Memphis |
| ✦ Troop 313 , Ocoee (inactive link)  | ✦ Troop 594 , Kingston Springs |
| ✦ Troop 327 , Woodbury | (inactive link)  |
| ✦ Troop 332 , Cordova | ✦ Troop 613 , Goodlettsville |
| ✦ Troop 341 , Memphis | ✦ Troop 630 , Knoxville |
| | ✦ Troop 631 , McMinnville |
| | ✦ Troop 911 , Knoxville |
| | ✦ Troop 911 , Mount Juliet |

Tennessee: [Troops 1 to 149](#) - [150 to 9999](#) - [Packs](#) - [Crews](#)

Return to [BSA Troop Web Sites](#)

Return to Troop **24** Home Page

Last updated: April 30, 2003

<http://www.emf.net/~troop24/scouting/tr-tn2.html>



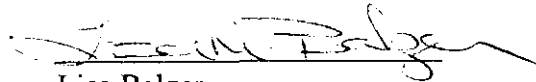
CERTIFICATE OF SERVICE

I, Lisa Balzer, a secretary in the law firm of Vinson & Elkins, do hereby certify that on this 11th day of July, 2003, I caused copies of the foregoing "**Counterproposal**" to be mailed, first class postage prepaid, or hand delivered, addressed to the following persons:

* Deborah A. Dupont
Media Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Vincent Pepper, Esq.
Womble, Carlyle, Sandridge & Rice, PLLC
1401 Eye Street, N.W.
Washington, D.C. 20005
(Counsel for Petitioner)

Coe W. Ramsey, Esq.
Brooks Pierce McLendon
P.O. Box 1800
Raleigh, NC 27602
(Counsel for WDOD of Chattanooga, Inc.)


Lisa Balzer

* Hand-delivered

ATTACHMENT C

[FCC Home Page](#) | [Search](#) | [Commissioners](#) | [Bureaus Offices](#) | [Finding Info](#)[Help](#) | [Home](#)

Application Search Details

File Number:	BALH-20051228ADR
Call Sign:	WXJB
Facility Id:	30610
FRN:	0010526952
Applicant Name:	JBD, INC.
Frequency:	
Channel:	
Community of License:	,
Application Type:	ASSIGNMENT OF LICENSE
Status:	ACCEPTED FOR FILING
Consummation Date:	
Status Date:	01/05/2006
Expiration Date:	
Tolling Code:	
Application Service:	FM
Disposed Date:	
Accepted Date:	01/05/2006
Last Public Notice:	01/09/2006
Last Report Number:	26147
Authorization	Authorization not available
Legal Actions	View Legal Actions
Positional Interest Info	View Positional Interest Info
PN Comment	Public Notice Comment
Correspondence Folder	View Correspondence Folder

Federal Communications Commission Washington, D.C. 20554 FCC 314	Approved by OMB 3060-0031 (September 2004) FOR FCC USE ONLY
APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE Read INSTRUCTIONS Before Filling Out Form	FOR COMMISSION USE ONLY FILE NO. BALH - 20051228ADR

Section I - General Information

1. Legal Name of the Licensee/Permittee JBD, INC.			
Mailing Address PO BOX 999			
<table border="1"> <tr> <td data-bbox="168 712 636 787">City MIDDLESBORO</td> <td data-bbox="636 712 1205 787">State or Country (if foreign address) KY</td> <td data-bbox="1205 712 1615 787">Zip Code 40965 -</td> </tr> </table>	City MIDDLESBORO	State or Country (if foreign address) KY	Zip Code 40965 -
City MIDDLESBORO	State or Country (if foreign address) KY	Zip Code 40965 -	
<table border="1"> <tr> <td data-bbox="168 787 1205 861">Telephone Number (include area code) 6062481560</td> <td data-bbox="1205 787 1615 861">E-Mail Address (if available) WXJB@THEFUTURENET.NET</td> </tr> </table>	Telephone Number (include area code) 6062481560	E-Mail Address (if available) WXJB@THEFUTURENET.NET	
Telephone Number (include area code) 6062481560	E-Mail Address (if available) WXJB@THEFUTURENET.NET		
<table border="1"> <tr> <td data-bbox="168 861 636 936">FCC Registration Number: 0010526952</td> <td data-bbox="636 861 1205 936">Call Sign WXJB</td> <td data-bbox="1205 861 1615 936">Facility ID Number 30610</td> </tr> </table>	FCC Registration Number: 0010526952	Call Sign WXJB	Facility ID Number 30610
FCC Registration Number: 0010526952	Call Sign WXJB	Facility ID Number 30610	
2. Contact Representative (if other than licensee/permittee) ROBERT S. STONE, ESQ.			
Firm or Company Name YOUNG, WILLIAMS, KIRK & STONE, PC			
Mailing Address 2021 FIRST TENNESSEE PLAZA P. O. BOX 550			
<table border="1"> <tr> <td data-bbox="168 1223 636 1298">City KNOXVILLE</td> <td data-bbox="636 1223 1205 1298">State or Country (if foreign address) TN</td> <td data-bbox="1205 1223 1615 1298">ZIP Code 37901 - 0550</td> </tr> </table>	City KNOXVILLE	State or Country (if foreign address) TN	ZIP Code 37901 - 0550
City KNOXVILLE	State or Country (if foreign address) TN	ZIP Code 37901 - 0550	
<table border="1"> <tr> <td data-bbox="168 1298 1205 1372">Telephone Number (include area code) 8656371440</td> <td data-bbox="1205 1298 1615 1372">E-Mail Address (if available) BOB@TN-ATTORNEYS.COM</td> </tr> </table>	Telephone Number (include area code) 8656371440	E-Mail Address (if available) BOB@TN-ATTORNEYS.COM	
Telephone Number (include area code) 8656371440	E-Mail Address (if available) BOB@TN-ATTORNEYS.COM		
3. Legal Name of the Assignee M & M BROADCASTING			
Mailing Address P. O. BOX 329			
<table border="1"> <tr> <td data-bbox="168 1564 636 1638">City CLINTON</td> <td data-bbox="636 1564 1205 1638">State or Country (if foreign address) TN</td> <td data-bbox="1205 1564 1615 1638">ZIP Code 37717 -</td> </tr> </table>	City CLINTON	State or Country (if foreign address) TN	ZIP Code 37717 -
City CLINTON	State or Country (if foreign address) TN	ZIP Code 37717 -	
<table border="1"> <tr> <td data-bbox="168 1638 1205 1734">Telephone Number (include area code) 8654571380</td> <td data-bbox="1205 1638 1615 1734">E-Mail Address (if available)</td> </tr> </table>	Telephone Number (include area code) 8654571380	E-Mail Address (if available)	
Telephone Number (include area code) 8654571380	E-Mail Address (if available)		
4. Contact Representative (if other than assignee) ROBERT S. STONE, ESQ.			
Firm or Company Name YOUNG, WILLIAMS, KIRK & STONE, PC			
Mailing Address P. O. BOX 550			
<table border="1"> <tr> <td data-bbox="168 2032 636 2106">City KNOXVILLE</td> <td data-bbox="636 2032 1205 2106">State or Country (if foreign address) TN</td> <td data-bbox="1205 2032 1615 2106">Zip Code 37901 - 0550</td> </tr> </table>	City KNOXVILLE	State or Country (if foreign address) TN	Zip Code 37901 - 0550
City KNOXVILLE	State or Country (if foreign address) TN	Zip Code 37901 - 0550	
<table border="1"> <tr> <td data-bbox="168 2106 1205 2128">Telephone Number (include area code)</td> <td data-bbox="1205 2106 1615 2128">E-Mail Address (if available)</td> </tr> </table>	Telephone Number (include area code)	E-Mail Address (if available)	
Telephone Number (include area code)	E-Mail Address (if available)		

8656371440		BOB@TN-ATTORNEYS.COM	
5.	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other		
6.	Purpose of Application: <input checked="" type="radio"/> Assignment of license <input type="radio"/> Assignment of construction permit <input type="radio"/> Amendment to pending application File number of pending application: - If an amendment, submit as an Exhibit a listing by Section and Question Number of the portions of the pending application that are being revised. [Exhibit 1]		
7.	Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5001)? If yes, list pertinent authorizations in an Exhibit.		<input type="radio"/> Yes <input checked="" type="radio"/> No [Exhibit 2]
8.	a. Were any of the authorizations that are the subject of this application obtained through the Commission's point system for reserved channel noncommercial educational stations (see 47 C.F.R. Sections 73.7001 and 73.7003)? b. If yes to 8(a), have all such stations operated for at least 4 years with a minimum operating schedule since grant pursuant to the point system? If no, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the holding period requirements of 47 C.F.R. Section 73.7005(a).		<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No [Exhibit 3]

Section II - Assignor

1.	Certification. Licensee/permittee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.				<input checked="" type="radio"/> Yes <input type="radio"/> No										
2.	Authorizations to be Assigned. List the authorized stations and construction permits to be assigned. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or TV translator stations, LPTV stations, SCA, FM and/or TV booster stations, and associated auxiliary service stations. [Enter Station Information] List the authorized stations and construction permits to be assigned. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or TV translator stations, LPTV stations, SCA, FM and/or TV booster stations, and associated auxiliary service stations.														
<table border="1"> <thead> <tr> <th>Facility ID Number</th> <th>Call Sign</th> <th>or Construction Permit File Number</th> <th>City</th> <th>State</th> </tr> </thead> <tbody> <tr> <td>30610</td> <td>WXJB</td> <td>-</td> <td>HARROGATE</td> <td>TN</td> </tr> </tbody> </table>						Facility ID Number	Call Sign	or Construction Permit File Number	City	State	30610	WXJB	-	HARROGATE	TN
Facility ID Number	Call Sign	or Construction Permit File Number	City	State											
30610	WXJB	-	HARROGATE	TN											
3.	Agreements for Sale of Station. Licensee/permittee certifies that:														

	a. it has placed in its public inspection file(s) and submitted as an exhibit to this item copies of all agreements for the sale of the station(s); b. these documents embody the complete and final understanding between licensee/permittee and assignee; and c. these agreements comply fully with the Commission's rules and policies. Exhibit Required	<input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 4]
4.	Other Authorizations. List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.	<input type="checkbox"/> N/A [Exhibit 5]
5.	Character Issues. Licensee/permittee certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or b. any pending broadcast application in which character issues have been raised.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]
6.	Adverse Findings. Licensee/permittee certifies that, with respect to the licensee/permittee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 7]
7.	Local Public Notice. Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	<input checked="" type="radio"/> Yes <input type="radio"/> No
8.	Auction Authorization. Licensee/permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned, where that permit was acquired in an auction through the use of a bidding credit or other special measure.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 8]
9.	Anti-Drug Abuse Act Certification. Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing BEULAH PURSIFUL	Typed or Printed Title of Person Signing PRESIDENT
Signature	Date 12/28/2005

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Section III - Assignee

1.	Certification. Assignee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
2.	Assignee is: <input type="radio"/> an individual <input checked="" type="radio"/> a general partnership <input type="radio"/> a for-profit corporation	

	<input type="radio"/> a limited partnership <input type="radio"/> a not-for-profit corporation <input type="radio"/> a limited liability company (LLC/LC) <input type="radio"/> other a. If "other", describe nature of applicant in an Exhibit. [Exhibit 9]	
3.	Agreements for Sale of Station. Assignee certifies that: a. the written agreements in the licensee/permittee's public inspection file and submitted to the Commission embody the complete and final agreement for the sale of the station(s) which are to be assigned; and b. these agreements comply fully with the Commission's rules and policies.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 10]
4.	Parties to the Application. a. List the assignee, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the assignee, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row for each individual or entity. Attach additional pages if necessary. <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> (1) Name and address of the assignee and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the assignee first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners. </div> <div style="width: 48%;"> (2) Citizenship. (3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's equity/debt plus standard., etc. (4) Percentage of votes. (5) Percentage of total assets (debt plus equity). </div> </div> [Enter Parties/Owners Information] or [Exhibit 11] b. Assignee certifies that equity interests not set forth above are non-attributable.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 12]
5.	Other Authorizations. List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.	<input type="checkbox"/> N/A [Exhibit 13]
6.	Multiple Ownership. a. Is the assignee or any party to the application the holder of an attributable radio joint sales agreement or an attributable radio or television time brokerage agreement with the station(s) subject to this application or with any other station in the same market as the station(s) subject to this application? If "Yes," radio applicants must submit as an Exhibit a copy of each such agreement for radio stations. b. Assignee certifies that the proposed assignment complies with the Commission's multiple ownership rules and cross-ownership rules. Radio applicants only: If "Yes," submit an Exhibit providing information regarding the market, broadcast station(s), and other information necessary to demonstrate compliance with 47 C.F.R. § 73.3555(a). All applicants: If "No," submit as an Exhibit a detailed explanation in support of an exemption from, or waiver of, 47 C.F.R. § 73.3555.	<input type="radio"/> Yes <input checked="" type="radio"/> No [Exhibit 14] <input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 15]

	c. Assignee certifies that the proposed assignment: 1. does not present an issue under the Commission's policies relating to media interests of immediate family members; 2. complies with the Commission's policies relating to future ownership interests; and 3. complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 16]
7.	Character Issues. Assignee certifies that neither assignee nor any party to the application has or has had any interest in, or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or b. any pending broadcast application in which character issues have been raised.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 17]
8.	Adverse Findings. Assignee certifies that, with respect to the assignee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 18]
9.	Alien Ownership and Control. Assignee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 19]
10.	Financial Qualifications. Assignee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 20]
11.	Program Service Certification. Assignee certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.	<input checked="" type="radio"/> Yes <input type="radio"/> No
12.	Auction Authorization. Assignee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 21]
13.	Anti-Drug Abuse Act Certification. Assignee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
14.	Equal Employment Opportunity (EEO). If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing RONALD MEREDITH	Typed or Printed Title of Person Signing GENERAL PARTNER
Signature	Date 12/28/2005

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE,

TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits**Exhibit 4****Description:** AGREEMENTS FOR SALE OF STATION

SEE ATTACHMENTS

Attachment 4

Description
AGREEMENTS
ASSET PURCHASE AGREEMENT
EXHIBIT A TO ASSET PURCHASE AGREEMENT
EXHIBIT B TO ASSET PURCHASE AGREEMENT
EXHIBIT C TO ASSET PURCHASE AGREEMENT

Exhibit 5**Description:** OTHER BROADCAST INTERESTS (ASSIGNOR)

SEE ATTACHED.

Attachment 5

Description
OTHER BROADCAST INTERESTS OF ASSIGNOR

Exhibit 10**Description:** AGREEMENTS FOR SALE OF STATION

SEE EXHIBIT 4 IN RESPONSE TO SECTION II, QUESTION 3.

Attachment 10**Exhibit 11****Description:** PARTIES TO APPLICATION

SEE ATTACHED.

Attachment 11

Description
PARTIES TO APPLICATION

Exhibit 13**Description:** OTHER BROADCASTS INTERESTS (ASSIGNEE)

SEE ATTACHED.

Attachment 13

Description
OTHER BROADCAST INTERESTS (ASSIGNEE)

Exhibit 15

Description: COMPLIANCE WITH MULTIPLE OWNERSHIP RULES

AS SET FORTH IN EXHIBIT 13, THE ONLY OTHER BROADCAST INTEREST HELD BY ANY PARTY TO THE INSTANT APPLICATION IS THE INTEREST OF GENERAL PARTNER RONALD MEREDITH IN WYSH(AM), CLINTON, TENNESSEE. THERE IS NO OVERLAP OF THE PRINCIPAL COMMUNITY CONTOURS OF WYSH AND THE LICENSED FACILITIES OF WXJB, THE SUBJECT OF THIS APPLICATION. WHILE WYSH IS LOCATED WITHIN THE KNOXVILLE, TENNESSEE ARBITRON METRO, WXJB IS LOCATED OUTSIDE ALL METRO AREAS. UPON THE FILING OF ANY APPLICATION IN THE FUTURE WHICH WOULD IMPLICATE THE COMMISSION'S MULTIPLE OWNERSHIP RULES, AN APPROPRIATE MULTIPLE OWNERSHIP STUDY WILL BE SUBMITTED AT THAT TIME.

Attachment 15

AGREEMENTS FOR SALE OF WXJB, WFXV AND WANO

As set forth in the Stock Purchase Agreement ("SPA") submitted herewith, Cumberland Omnimedia, LLC proposes to acquire 100% of the stock of the corporate licensees of WXJB, Harrogate, Tennessee, WFXV, Middlesboro, Kentucky and WANO, Pineville, Kentucky, while causing JDB, Inc., the licensee of WXJB, to assign its license for WXJB to M & M Broadcasting in accordance with the Asset Purchase Agreement ("APA") submitted herewith. All of the proposed transactions are proposed to be consummated at the same time following the prior consent and approval of the Commission. Cumberland Omnimedia, LLC will not serve as a shareholder of JDB, Inc. while JDB, Inc. is the licensee of WXJB.

Escrow agreements for both the SPA and the APA are also submitted herewith. Set forth below is a list of the schedules to the SPA and the APA. Pursuant to the commission's policy as stated in Public Notice, DA 02-2049, 17 FCC Rcd 16166 (Media Bureau, 2002), these schedules have not been included with this application. As noted below, the information contained in each of the omitted schedules is not material to the Commission's determination as to whether to grant the application, because the information relates only to assets to be conveyed and/or routine contractual obligations to be assumed at closing. Copies shall be made available upon request.

Omitted Schedules from Asset Purchase Agreement:

- 1 Tangible Personal Property (information relates only to assets to be conveyed)
- 2 Contracts and Leases to be assumed (information relates only to assets to be conveyed and routine contractual obligations to be assumed)
- 3 Employment Contracts and Employee Benefit Plans Covering Station Employees (none)
- 4 Station Licenses and Authorizations (information relates only to assets to be conveyed)
- 5 Permitted Liens and Encumbrances (information relates only to assets to be conveyed)

Exhibits to Asset Purchase Agreement:

- A Stock Purchase Agreement (see SPA submitted herewith)
- B Stock Purchase Escrow Agreement (submitted herewith)
- C Asset Purchase Escrow Agreement (submitted herewith)

Omitted Schedules from Stock Purchase Agreement:

C Real Estate owned by Companies (information relates only to assets owned by Companies)

Omitted Exhibits to Stock Purchase Agreement:

- A Assets owned by Companies (information relates only to assets owned by Companies)
- B Contracts of Companies (information relates only to assets owned by Companies)
- C Accounts Payable of Companies (information relates only to debts of Companies)
- D Accounts Receivable of Companies (information relates only to assets of Companies)

ASSET PURCHASE AGREEMENT

This **Asset Purchase Agreement** (the "Agreement") is entered into on this the Second (2nd) day of December, 2005, by and between **Cumberland OmniMedia, LLC, Joshua Wilkey, President**("Cumberland"); **Joshua Wilkey, Individually** and **M & M Broadcasting**, a Tennessee general partnership.

WITNESSETH

WHEREAS, Cumberland has entered into a Stock Purchase Agreement of even date herewith, a copy of which is attached hereto as Exhibit A (the "Stock Purchase Agreement"), through which Cumberland will acquire One Hundred Percent (100%) of the outstanding stock of JBD, Inc., a Kentucky corporation;

AND WHEREAS, JDB, Inc. is currently the owner of certain assets and the holder of a license issued by the Federal Communications Commission (the "FCC") for operation of Radio Station WXJB(FM);

AND WHEREAS, upon the closing of the transactions contemplated by the Stock Purchase Agreement, Cumberland will become the sole shareholder of JBD, Inc., and, as such sole shareholder, wishes to cause JBD, Inc. to sell certain assets and assign certain licenses relating to Radio Station WXJB(FM) to Buyer;

AND WHEREAS, Buyer wishes to purchase said assets and assume such licenses, and is duly qualified to do so;

AND WHEREAS, the consummation of the transactions contemplated herein are subject to and conditioned upon the prior consent and approval of the Federal Communications Commission (the "FCC").

NOW THEREFORE, In consideration of the mutual covenants, the Buyer and Seller, intending to be legally bound, do hereby mutually agree as follows:

0.0 Defined Terms. Unless otherwise stated in the Agreement, the following terms shall have the following meanings:

0.1 - *Assignment Application* refers to the application which the Seller and Purchaser will join in and file with the FCC requesting its unconditional written consent to the assignment of the FCC license from Seller to Buyer.

0.2 - *Closing Date* means the date on which the transaction will be consummated as per Paragraph 9 of this Agreement.

0.3 - *Closing Place* means a location to be named by Seller, or such other place as the parties may mutually agree to in writing.

0.4 - *Seller* means Cumberland until the closing of the transactions contemplated by the Stock Purchase Agreement and shall mean JBD, Inc. upon the closing of the transactions contemplated by the Stock Purchase Agreement.

0.5 - *Station* means WXJB(FM), currently licensed to Harrogate, Tennessee;

0.6 - *Assets* means all of the Seller's rights, title and interest in and to the items set forth in Section 1, Subsections A through G of this Agreement, including, without limitation, the authorizations issued by the FCC associated with the operation of the Stations, all equipment used in or causing operation of the Stations.

0.6 - *FCC License* means the licenses, permits and other authorizations issued by the FCC to Cumberland and/or to the Seller in connection with the conduct of the business or operation of the Station.

1. Assets to be conveyed. Subject to the terms and conditions hereinafter set forth, Seller shall sell, transfer, assign and deliver to Buyer, and Buyer will purchase from Seller on Closing Date as follows:

A. Licenses. The licenses, permits and other authorizations which have been issued by the FCC for the operation of the Station, and all other licenses, permits and authorizations which will be issued by the FCC to Seller with respect to the Station between the date of the execution of this Agreement and the date on which Buyer's purchase of the Assets is consummated and all other transferable licenses, permits and authorizations issued by any other governmental authorities that are used in or necessary for the lawful operation of the Station.

B. Equipment. All of the equipment currently used in operation of the Station, said equipment being located in the "FM Studio" at 2118 Cumberland Avenue in Middlesboro, Kentucky; as well as certain transmission equipment located at the Station's transmitter site at Forge Ridge, Tennessee. Specifically excluded is other equipment at this location used in conjunction with the operation of other radio stations, as well as the tower located at the Station's transmission site. In the event the Closing occurs prior to the licensed relocation of the Station to Halls Crossroads, Tennessee, Seller also agrees to allow Buyer to operate the Station from its present location until such licensed relocation. A list of equipment included in this asset sale shall be attached hereto as "Schedule 1".

C. Intellectual Property. All of the Seller's right, title and interest in and to the call signs, slogans, logos, trademarks, copyrights, computer software and similar materials and rights used in connection with the operation of the Station.

E. Accounts Receivable. Operation of the Station and the cash income and expenses attributable thereto up to the close of business on the day preceding the Closing Date shall be for the account of the Seller and thereafter for the account of the Buyer. The Seller shall collect all accounts receivable accrued before the Closing Date. Seller shall use standard business procedure for collecting of its accounts due.

F. Leases and Contracts. Certain leases and programming contracts as specified in "Schedule 2".

G. Miscellaneous Items. Any paid subscriptions, any equipment warranties and other related items relating to the Assets.

H. Retained Assets. The assets to be conveyed to Buyer shall not include a) books and records that pertain solely to the organization, existence, and capitalization of Seller; b) Seller's cash and cash equivalents on hand or in banks, certificates of deposit, money market funds, securities, and similar type investments; c) Seller's insurance policies in effect on the date of this Agreement or the

Closing Date and premium refunds therefore; and d) the accounts receivable of Seller as of the Closing Date.

2. Purchase Price. As consideration for this transaction, Buyer shall pay to Seller the total sum of ONE MILLION DOLLARS (\$1,000,000.00) as follows:

A. Deposit. Upon execution of this Agreement, Buyer shall tender to Greene & Lewis, as escrow agent, a deposit of Forty-Five Thousand Dollars (\$45,000) and Buyer shall tender to Joshua R. Wilkey, as escrow agent, a deposit of Thirty Thousand Dollars (\$30,000.00), in cash or immediately available funds to be held as follows:

(i) Forty Five Thousand Dollars (\$45,000) shall be held by in escrow by Greene & Lewis pursuant to the terms of the Escrow Agreement attached hereto as Exhibit B until the closing of the transaction contemplated by the Stock Purchase Agreement; and

(ii) Thirty Thousand Dollars (\$30,000) shall be held by in escrow by Joshua R. Wilkey pursuant to the terms of the Escrow Agreement attached hereto as Exhibit C until the Closing Date.

B. Final Closing Payment. At the time of Closing, Buyer shall tender to Seller NINE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$925,000.00) in cash or immediately available funds.

3. Seller's Warranties and Representations. Seller hereby makes the following warranties and representations, each of which shall be deemed a separate covenant to Seller:

A. Organization, Standing and Authority. Seller has full authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all the terms, covenants and conditions to be performed and complied with by Seller hereunder and there under. The consent of a third party is not required as a condition precedent to the Seller's execution of this Agreement. The Seller knows of no pending or threatened litigation against it which would prevent the consummation of transactions contemplated by this Agreement.

B. Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by the Seller have been duly authorized by all necessary actions on the part of the Seller. This Agreement has been duly executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms except as the enforceability hereof may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, or by court-applied equitable remedies. At Closing, Seller will have good and marketable title to all Assets listed in Schedule 1, free from liens and encumbrances.

C. Station Equipment. Buyer shall inspect the Station's equipment on or before Fifteen (15) business days prior to Closing. Seller warrants that the technical equipment will, to the extent required by the FCC, meet minimum proof of performance standards for such equipment, or if the equipment does not, Seller will be responsible for any repairs or additions to the equipment necessary to bring equipment into compliance with such FCC proof-of-performance requirements, absent willful destruction. Seller further warrants that at the time of Closing, all equipment in place and in use will be in operational condition.

D. Property. The equipment listed in Schedule 1 is operated in compliance with all applicable laws and regulations and the equipment is serviceable, in good condition and repair, and will be in compliance with FCC laws and regulations at the time of Closing.

E. Employment Agreements. Except as attached hereto as "Schedule 3" to Buyer in writing, there are no employment agreements with, or profit sharing, retirement or similar plans covering any of the Station's employees.

F. FCC Authorizations. At the time of Closing, Seller is the holder of valid FCC licenses for the Station as set forth on "Schedule 4", and said licenses are in good standing.

G. Title to Assets. Seller will convey to Buyer all the fixed and tangible assets free and clear of all liens and encumbrances, except for those obligations Buyer will assume as set forth on "Schedule 5". Seller and Buyer shall equally divide each party's share of intangible and transfer taxes applicable to said assets.

H. Leases, Contracts, etc. The leases, contracts and agreements to be assigned to Buyer as set forth on Schedule 2 are freely assignable; or, if consent of the contracting party to the assignment is required, Seller will obtain said consent prior to Closing.

I. Power to Convey. On the Closing Date, Seller will be the owner and will be empowered to transfer to Buyer certain fixed and tangible assets used or useful as well as leasehold interests associated with the operation of the Station.

J. Broker's Fees. Seller hereby represents that there are no finders, consultants or brokers involved in this transaction other than WilkeySouth Media Brokers, who shall be compensated exclusively by Seller.

K. Citizenship. Seller represents that its principals are citizens of the United States of America, and have not been convicted of any drug offenses.

L. Truthful Warranties. The representations and warranties of Seller herein, or in any Exhibit or Schedule, do not contain an untrue statement of a material fact or do not omit a material fact which would make any statement contained herein misleading.

M. Due Diligence. Seller represents that there has not been any material adverse change to the Station and Assets are in the condition represented during Buyer's Due Diligence inspection, and that the Station and Assets will remain in said condition or better before the time of Closing.

N. Litigation. There is no litigation proceeding, or governmental investigation pending, or, to the knowledge of Seller, threatened in any court, arbitration board, administrative agency or tribunal against or relating to Seller that would prevent or materially impede the consummation of this Agreement by Seller, nor does Seller know of, or have any reasonable ground to know of, in view of its present situation or action it now contemplates taking, any basis for such litigation, proceeding or investigation, and the execution and performance of this Agreement by Seller will not result in the default by Seller in respect of any judgment, order, writ, injunction, decree, rule or regulation of any applicable court or administrative agency which could have a material adverse effect on the operation of the Station or its assets.

O. Seller's Warranties in Stock Purchase Agreement. All representations and warranties made by the Estate of Warren A. Pursifull, Brent W. Pursifull, Administrator, as seller, with respect to JBD, Inc., in the Stock Purchase Agreement shall be true on the date hereof and shall remain true and correct until the Closing Date hereof.

P. Buyer's Warranties in Stock Purchase Agreement. All representations and warranties made by Cumberland, as purchaser, in the Stock Purchase Agreement shall be true on the date hereof and shall remain true and correct until the Closing Date hereof.

4. Buyer's Warranties and Representations. Buyer hereby makes the following warranties and representations, each of which shall be deemed a separate covenant to Seller:

A. Organization, Standing and Authority. Purchaser is now and at Closing will be a Tennessee general partnership. The Buyer has all the requisite, power, and authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all the terms and covenants and conditions to be performed and complied with by the Buyer hereunder and there under. The consent of a third party is not required as a condition to the Buyer's execution of this Agreement.

B. Authorization and Binding Obligations. The execution, delivery, and performance of this Agreement by the Buyer have been duly authorized by all necessary actions on the part of the Buyer. This Agreement has been duly executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms except as the enforceability hereof may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally.

C. Filing of Documents. Simultaneously with the filing of the application for consent for transfer of control of JBD, Inc. to the Seller, Seller and Buyer shall file, or cause to be filed, with the FCC, all applications, reports, and other documents required by the FCC to be filed, specifically including FCC Form #314. Seller shall be responsible for any fees associated with the filing of the FCC transfer application.

D. Post-Closing Charges. Buyer will be solely responsible for and shall either pay, or make provisions for payment which shall be satisfactory to Seller, taxes and accounts payable as well as impositions arising by reason of Buyer's operation of Station after the Closing Date, and Buyer shall indemnify and hold harmless Seller from any and all such charges.

E. Power to Purchase. The execution and performance of the Agreement and the compliance with its provisions by Buyer on Closing Date will not conflict with, or result in any partnership agreement, or of any of the terms, conditions or provisions of any agreement, indenture, mortgage or other instrument to which Buyer is a party to or which it is bound.

F. Obligations. Buyer will assume and perform promptly when due the leases, contracts, and other obligations to be transferred to and assumed by Buyer and set forth in Schedule 2. Buyer shall cooperate, as required, to facilitate the consent to, and the assignment of, such leases, contracts, and other obligations.

G. License Qualifications. Buyer represents that it is, and at the time of Closing shall be legally and financially qualified under rules, regulations and policies established by the FCC to become the licensee of Radio Station WXJB(FM). Buyer knows of no reason why the FCC would not approve the application for assignment of license of the Station as contemplated by this Agreement.

H. Broker's Fees. Buyer represents that there are no finders, consultants or brokers involved in this transaction other than WilkeySouth Media Brokers, who shall be compensated exclusively by Seller.

I. Truthful Warranties. The representations and warranties of Buyer herein do not contain an untrue statement of a material fact or do not omit a material fact which would make any statement contained herein misleading.

J. Litigation. There is no litigation proceeding, or governmental investigation pending, or, to the knowledge of Buyer, threatened in any court, arbitration board, administrative agency or tribunal against or relating to Buyer that would prevent or materially impede the consummation of this

Agreement by Buyer, nor does Buyer know of, or have any reasonable ground to know of, in view of its present situation or action it now contemplates taking, any basis for such litigation, proceeding or investigation, and the execution and performance of this Agreement by Buyer will not result in the default by Buyer in respect of any judgment, order, writ, injunction, decree, rule or regulation of any applicable court or administrative agency which could have a material adverse effect on the operation of the Station or its assets.

5. Survival of Warranties and Representations. The covenants, warranties, representations and agreements contained herein shall survive the Closing.

6. Pre-closing Covenants of Seller. Except as contemplated by this Agreement or with the prior written consent of the Buyer, between the date hereof and the Closing Date, Seller shall enforce all rights it has pursuant to the Stock Purchase Agreement to cause the Station operate in a manner consistent with its obligations hereunder and abide by the following negative and affirmative covenants:

A. Negative Covenants. Seller shall not do or shall not permit any of the following:

I. Rights. Waive any right relating to the Station or the Assets.

II. No Inconsistent Action. Take any action which is inconsistent with its obligations hereunder or which could hinder or delay the consummation of the transaction contemplated by this Agreement.

III. Representations, Warranties, and Covenants Under Agreement. Take any action which would void or mitigate any of the representations, warranties and covenants of this Agreement related to the business of the Station and the Assets

B. Affirmative Covenants. Seller shall do the following:

I. Access to Information. To the extent it can do so, allow the Buyer and its authorized representatives reasonable access, at the Buyer's expense during normal business hours, to the Assets and to all other properties, equipment, books, records, contracts and documents relating to the Station.

II. Consents. Use its best efforts to obtain necessary Consents.

III. Agreement. Comply with its obligations under this Agreement.

IV. Operation. Without prior written consent of Buyer, enforce all rights it has pursuant to the Stock Purchase Agreement to keep the Station on the air and operating within the facility specifications authorized by its FCC license and within the ordinary course of business and to cooperate in taking all steps necessary for the preservation of rights to the relocation of the Station from Harrogate, Tennessee to Halls Crossroads, Tennessee, as set forth in MB Docket No. 03-120 of the Federal Communications Commission..

7. Post-closing Covenants. After Closing, the Seller will take such actions and execute and deliver to the Buyer such transfer documents as, in the reasonable opinion of counsel for the Buyer, may be necessary to ensure, complete and evidence the full and effective transfer of title to the Assets to the Buyer pursuant to this Agreement.

8. Application for FCC Approval.

A. Buyer and Seller will each, using their respective best efforts and diligent cooperation, take all steps necessary to cause and to be prepared and filed with the FCC an Assignment Application complete in all material respects, in such a timely manner that the transaction herein contemplated will not be delayed, such application in any event to be filed simultaneously with the filing of the application for consent for transfer of control of JBD, Inc., and Buyer and Seller will thereafter take all steps necessary to the expeditious prosecution of such application to a favorable conclusion. Both parties agree that they shall promptly and in a timely manner file any amendments necessary to obtain a grant of the application and/or other information reasonably requested by the FCC. Neither purchaser nor Seller will voluntarily seek to amend the Assignment Application without first obtaining permission from the party not seeking to amend.

B. Any FCC regulatory fees applicable to Station which come due prior to closing shall be pro rated between Seller and Buyer. Buyer shall be responsible for expenses accrued in connection with the preparation and filing of the Assignment Application. Additionally, each party shall pay costs individually incurred for legal, engineering, and accounting services. Seller will in a timely manner comply with local notice requirements imposed by FCC Rules and Regulations with respect to the Assignment Application [see Title 47 C.F.R. 73.3580]. Buyer will in a timely manner furnish to Seller the necessary information about the Buyer required to be contained in such notices.

C. Should the FCC fail to grant its consent to the assignment and transfer of the license to the Station from the Seller to the Buyer, the parties shall attempt to make all necessary amendments which would clear any FCC objection to the assignment.

9. Closing of Purchase. The closing of the transactions contemplated by this Agreement (the "Closing") will be held within Five (5) business days after the written receipt of the final order of the FCC, no longer subject to appeal or other review of any kind (the "Final Order") approving the transfer of control of JBD, Inc. to Seller and assignment of the FCC License to Buyer. Buyer may, however, in its sole and absolute discretion, waive the receipt of a Final Order as a closing condition and, if so, designate an earlier Closing Date following the release of a Public Notice by the Commission that the above referenced transfer and assignment applications have been approved. If the Closing Date occurs prior to Buyer's receipt of a Final Order, Buyer and Seller will execute a rescission and unwind agreement containing terms mutually satisfactory to the Parties. At Closing:

A. Seller will assign and convey the Assets to Buyer free and clear of any debts, liens or encumbrances of any kind or nature (except as to any obligation or liability of Seller that Buyer agrees to assume as set forth on Schedule 5).

B. Buyer will pay the Purchase Price.

C. The parties will deliver to each other such other documents and will take such other actions as may be appropriate to fulfill the intent of this Agreement.

10. Conditions Precedent. FCC grant of the application for consent to transfer of control of JBD, Inc. to Seller and the Assignment Application shall be a condition precedent to the parties' obligation to proceed at the Closing. Compliance by Seller with Paragraph 9A hereof will be a condition precedent to Buyer's obligation to proceed at the Closing. Compliance by Buyer with Paragraphs 2A, 2B and 9B hereof will be a condition precedent to Seller's obligation to proceed at the Closing.

11. Control of Facilities. Prior to the Closing, the operation and control of the Station will be the sole responsibility of the Seller. After the Closing, operation and control of the Station will become the sole responsibility of the Buyer.

12. Termination Rights. This Agreement may be terminated either by the Buyer or Seller, if the terminating party is not then in breach of any material provision of this Agreement, upon written notice to the other party, upon the occurrence of any of the following:

A. If on the Closing Date (i) any of the conditions precedent to the obligations of the defaulting party set forth in this Agreement shall not have been materially satisfied, and (ii) satisfaction of such conditions shall not have been waived by the terminating party.

B. If there shall be in effect on the Closing Date any judgment, decree or order that would prevent or make unlawful the Closing of this Agreement.

C. If the Closing is not consummated on or before December 2, 2006, and not due to the fault of either the Buyer or Seller.

Upon Termination: (i) if neither party hereto is in breach of any material provision of this Agreement, the parties hereto shall not have further liability to each other and all funds held in escrow shall be returned to Buyer; or (ii) if the Seller or Buyer shall be in substantial breach of any material provision of this agreement, the parties shall have the rights and remedies at law including specific performance. Seller or Buyer may, at its option, extend the time for Closing for an additional forty-five (45) days or such lesser period as may be necessary for satisfaction of any or all of the conditions and obligations set forth above.

13. Specific Performance. The parties recognize that in the event Seller should refuse to perform under the provisions of this Agreement, the Buyer shall be entitled to seek specific performance of this Agreement. In the event of any action to enforce specific performance, the Seller hereby waives the defense that there is an adequate remedy at law or equity and agrees that Buyer shall have the right to obtain specific performance of the terms of this Agreement without being required to prove actual damages, post bond or furnish other security. In the event of a default by Seller which results in the filing of an action for specific performance, or any other remedy, the prevailing party shall be entitled to reimbursement of reasonable legal fees and expenses incurred by it in enforcing its rights hereunder, plus interest at the Prime Rate plus two percentage points on the amount of any judgment obtained from the date of default until the date of payment of the judgment. As a condition to seeking specific performance, Buyer shall not be required to have tendered the Purchase Price specified in Section 2 B of this Agreement, but shall be required to demonstrate that it is willing and able to do so and to perform its other closing obligations in all respects.

14. Risk of Loss. If the property, improvements or equipment to be assigned hereunder should be damaged or destroyed, but not beyond repair, by fire or other casualty prior to Closing, Seller, at its own expense, shall repair such damage or replace and restore, or cause such repair or replacement, all of said property and equipment to a condition equivalent to that prior to the damage, in which event at the Closing shall be extended until such repairs and replacements are completed, but in no event to exceed NINETY (90) days; provided Seller shall have no obligation hereunder to make repairs or replacements, the cost of which shall exceed the total amount of the replacement value of the assets destroyed. Alternately, if Seller has obtained before incurring a Loss, liability damage or other insurance fully

insuring the Loss, Seller shall assign all of such insurance proceeds to the Buyer on the Closing Date (or if Seller has commenced the repair or replacement of the Loss, Seller shall be required only to assign such insurance proceeds as are necessary to fully repair or replace the Loss). If such repairs and replacements are not completed within NINETY (90) days after the date of the occurrence of such damage and destruction, or Seller is unable to assign any insurance proceeds as are necessary to fully repair or replace the Loss as set forth herein, Buyer shall have the option to terminate this contract from and after the ninetieth (90th) day. In the event the property or equipment cannot be completely restored within the effective period of the FCC's consent to the assignment, the parties shall join in an application or applications requesting the FCC to extend the effective period of its consent until such time as normal or usual broadcast transmission is restored. However, nothing in this Section shall require either Buyer or Seller to extend this Agreement beyond the termination date specified in Section 12(C) hereof.

15. Instruments of Conveyance and Transfer and Execution.

A. At the Closing Place on the Closing Date, Seller shall deliver to Buyer:

- i. Bill of Sale and other instruments of assignment, conveyance and transfer, covering all of the assets of the Seller to Buyer.
- ii. Assignment of all of Seller's leases, contracts and agreements as outlined in Schedule 2.
- iii. Assignment of License.
- iv. Assignment of the records.
- v. A corporate resolution authorizing the sale of the Station's assets and assignment of the Station's license.
- vi. Such other documents or things as Buyer may reasonably request in order to place Buyer in actual possession and operating control of the Assets to be transferred.

B. At the Closing Place on the Closing Date, Buyer shall deliver to Seller:

- i. Nine hundred twenty-five thousand dollars (\$925,000.00) in cash or immediately available funds, as outlined in Section 2 of this agreement.
- ii. Additional payments to Seller as outlined in Sections 2A of this Agreement.
- iii. Assumption of all of Seller's leases, contracts and agreements as outlined in Schedule 2.
- iv. A partnership resolution authorizing the purchase of the Station's assets and assignment of the Station's license.
- v. Such other documents or things as Seller may reasonably request in order to consummate the transactions contemplated by this Agreement.

16. Confidentiality. Except as necessary for the consummation of the transaction contemplated hereby, each party will keep confidential any information which is obtained from the other party in connection with the transaction contemplated hereby and which is not readily available to the general public. In the event this Agreement is terminated and the purchase and sale contemplated hereby abandoned, each party will return to the other party all documents, work papers and other written materials obtained by it in connection with the transaction contemplated herein. Additionally, this existence of this Agreement shall be held in strict confidence by both parties and their agents and representatives until such time as

this Agreement becomes public record through the filing of appropriate transfer applications with the FCC.

17. Assignment. This Agreement, and duty, obligation, interest, or right hereunder may not be assigned, transferred or otherwise conveyed by Buyer without prior written consent of Seller.

18. Notices. All necessary notices, demands and requests shall be deemed duly given, if mailed by registered mail, postage prepaid, and addressed to the following:

If to the Seller: Joshua R. Wilkey
Cumberland OmniMedia, LLC
16 Eagle Street
Suite 200
Asheville, NC 28801

If to the Buyer: Ronald C. Meredith
M & M Broadcasting
P. O. Box 329
Clinton, TN 37717

With a copy to: Robert S. Stone, Esq.
Young, Williams, Kirk & Stone, PC
P. O. Box 550
Knoxville, TN 37901-0550

19. Benefit and Binding Effect. This Agreement shall be binding upon execution to the benefit of the parties hereto and their respective successors and permitted assigns.

20. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the Tennessee.

21. Headings. The headings herein are included for ease of reference only and shall not control or effect the meaning or construction of the provisions of this Agreement.

22. Gender and Number. Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine or feminine and other number, singular or plural, as the context requires.

23. Entire Agreement. This Agreement, all attachments, exhibits and schedules hereto, and all documents and certificates to be delivered by the parties pursuant hereto collectively represent the entire understanding and agreement between the Buyer and the Seller with respect to the subject matter hereof. All exhibits and schedules attached to this Agreement and all documents referenced in this Agreement as previously delivered to either party shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. This agreement supersedes all prior negotiations between Buyer and Seller, and all matters of intent and other writings, relating to such negotiations, and cannot

be amended, supplemented or modified except by an agreement in writing which makes specific reference to this Agreement or to an agreement delivered pursuant thereto.

24. Severability. In the event that any of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, it shall not affect any other provision hereof, and this Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had not been contained herein.

25. Third Parties. Nothing in this Agreement, whether express or implied, is intended to (i) confer any rights or remedies on any person other than the parties hereto and their respective assigns; (ii) relieve or discharge the obligations or liabilities of any third party; or (iii) give any third party any right of subrogation or action against any party hereto. Nothing in this Agreement shall be deemed to make parties partners, joint ventures, or principal and agent in any respect.

26. Force Majeure. Neither party will be liable to the other for failure to fulfill its obligations hereunder because of force majeure, including, but not limited to, Acts of God, strikes, war, fire, insurrection or other matters totally and completely beyond the control of and not involving fault of the defaulting party.

27. Waiver. No waiver or forbearance by either party with respect to any of its rights under this Agreement will constitute a waiver or forbearance of any other right or will obligate either party to continue any prior waiver or forbearance in effect.

28. Execution. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and enforceable, but all of which counterparts, taken together, shall constitute one and the same instrument. Faxed copies of the Agreement and faxed signature pages shall be binding and effective as to all parties and may be used in lieu of the original Agreement, and, in particular, in lieu of original signatures, for any purpose whatsoever.

29. Seller's Binding Effect. Joshua R. Wilkey executes this agreement in his individual capacity and binds himself to the terms, provisions and obligations contained herein.

IN WITNESS WHEREOF, this Agreement has been executed by Buyer and Seller as of the date first above written.

M & M Enterprises

Joshua Wilkey, Individually

Cumberland OmniMedia, LLC

By: _____
Ron Merideth, General Partner

By: _____
Joshua Wilkey, President

EXHIBITS

- A - Stock Purchase Agreement
- B - Escrow Agreement

SCHEDULES

- 1 - Assets
- 2 - Leases and contracts
- 3 - Employment Agreements
- 4 - FCC Licenses
- 5 - Liabilities assumed by Buyer